

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

**Hudson City Savings Bank, FSB  
c/o Wells Fargo  
3476 Stateview Boulevard  
Fort Mill, South Carolina 29715**

**Plaintiff**

**vs.**

**Edith R. Castleberry  
1492 Fairwood Avenue  
Columbus, OH 43206**

**Unknown Spouse (if any) of  
Edith R. Castleberry  
1492 Fairwood Avenue  
Columbus, OH 43206**

**JPMorgan Chase Bank, N.A., successor  
in interest to Bank One, N.A.  
Attn: Legal Department  
1111 Polaris Parkway  
Columbus, OH 43240**

**Defendants.**

**Case No.** \_\_\_\_\_

**Judge** \_\_\_\_\_

**COMPLAINT FOR FORECLOSURE**

**Jurisdiction and Venue**

1. Jurisdiction is founded on 28 U.S.C. Section 1332(a)(1). The citizenship of the parties is diverse and the amount in controversy exceeds the jurisdictional requirement. Plaintiff is a Nationally Chartered Bank, with its principal place of business in Bergen County, New Jersey. None of the defendants is a citizen of New Jersey. Venue is proper in the Southern District of Ohio, Eastern Division as the real property which is the subject of

this action is located in this district.

### **Background**

2. Edith R. Castleberry executed a promissory note, which is currently owned or being serviced by Plaintiff (the "Note"). The Note has been misplaced and cannot be located at this time. See Exhibit A.
3. Attached hereto as Exhibit B is a validly executed mortgage (the "Mortgage") that was executed in connection with the execution of the Note. The parties to the Mortgage intended that it attach to the entire fee simple interest in the property.
4. The Note is in default because payments required to be made under the terms of the Note and Mortgage have not been made. As a result, covenants in the Mortgage have not been performed. Notice of default was given to the borrowers under the terms of the Note, and the Note was properly accelerated. A written notice was sent to the borrowers at the property address, or their last known address, informing them that they are in default under the Note and that if they do not pay the overdue amount by a certain date they will be required to pay the full amount of unpaid principal plus all interest on the unpaid principal plus costs and expenses. The deadline for the payment of the overdue amount passed without payment being made.
5. The Mortgage was filed February 22, 2006, recorded at Official Instrument Number 200602220034117, Recorder's Office, Franklin County, Ohio.
6. The Mortgage conveys to Plaintiff an interest in the following property (the "Property"):

Situated in the County of Franklin, in the State of Ohio, and in the City of Columbus and bounded and described as follows:

Being 180 feet off the entire west end of the following described premises:

Being a part of Lot Number One (1) set off to Charles McCloud and part of a strip of land Ten (10) feet wide from the East to West along the entire West side of Lot

Number Two (2) set off to Elizabeth McCloud, in the partition made by the order of the Court of Common Pleas of Franklin County, Ohio, among the heirs of George W. McCloud, deceased, being Case No. 39700, wherein Elizabeth McCloud, et al, were plaintiffs and George McCloud, et al. were defendants. Said premises are a part of Lots Nos. 2 and 3 of Stoner's Subdivision of Half Section No. 33, Section No. 23, Township No. 5, Range 22, Refugee Lands, recorded in Deed Book 18, page 241. The plat of said Partition Proceeding No. 39700 is of record in Complete Record 243, page 134 in the Clerk's Office of Franklin County, Ohio, and also in Plat Book No. 7, page 75, 76 and 77 in the Recorder's Office of said Franklin County, and being more particularly bounded and described as follows:

Beginning at a point 719 feet in a Northerly direction of the center of the intersection of Frebis and Fairwood Avenues in the center of Fairwood Avenue and the center line of McCloud Lane; thence in a Northerly direction in the center line of Fairwood Avenue 90 feet to a point; thence in an Easterly direction and parallel with the centerline of Frebis Avenue 455.96 feet to a point (passing an iron pin at 25 feet and the West line of Lot No. 2 at 455.96 feet); thence in a Southerly direction and parallel with the center line of Fairwood Avenue 90 feet to the center line of McCloud Lane (passing an iron pin at 80 feet); thence in a Westerly direction along the center line of McCloud Lane and parallel with the center line of Frebis Avenue 455.96 feet to the place of beginning, containing 0.92 of an acre of land, more or less, and subject to all legal highways and being Lot No. 9 of an unrecorded Plat of Laura B. Koon's Fairwood-Frebis Parcels. Excepting Auditor's Plat Book 20, page 527 shows .042 acres of out .372 acres dropped (Street).

7. A title examination reveals that the other persons named as defendants in this action may also have or claim an interest in the Property. The Title Commitment attached to this Complaint as Exhibit C explains why these defendants may have or claim an interest in the Property.

### **COUNT ONE**

8. Plaintiff incorporates each of the preceding allegations into Count One by reference.
9. Plaintiff is the owner and holder of the Note.
10. Because the Note has been accelerated and is in default, Plaintiff is entitled to judgment against Edith R. Castleberry for principal in the amount of \$77,519.67, plus interest on the outstanding principal balance at the rate of 6% per annum from February 1, 2007,

plus late charges, plus advances made for the payment of taxes, assessments, insurance premiums, or costs incurred for the protection of the mortgaged premises under Section 5301.233 of the Ohio Revised Code.

## **COUNT TWO**

11. Plaintiff incorporates each of the preceding allegations into Count Two by reference.
12. The Mortgage is a valid and subsisting first lien on the Property, subject only to any lien that may be held by the County Treasurer.
13. Plaintiff is the owner and holder of the Mortgage and is entitled to foreclose the Mortgage.

## **PRAYER FOR RELIEF**

14. Plaintiff prays for the following relief:
  - judgment against Edith R. Castleberry in the amount of \$77,519.67, plus interest on outstanding principal balance due at the rate of 6% per annum from February 1, 2007, plus late charges, plus advances made for the payment of taxes, assessments, insurance premiums, or costs incurred for the protection of the mortgaged premises under Section 5301.233 of the Ohio Revised Code;
  - a finding that the Mortgage is a valid and subsisting first lien on the Property, subject only to any lien that may be held by the County Treasurer;
  - an order (1) foreclosing the equity of redemption and dower of all defendants named in this action, (2) requiring that the Property be sold free and clear of all liens, interests, and dower, (3) requiring all defendants to set up their liens or interest in the Property or be forever barred from asserting such liens or interests, (4) requiring that the proceeds of the sale of the Property be applied to pay all amounts due Plaintiff under the Note, and (5) granting Plaintiff all other relief,

legal and equitable, as may be proper and necessary, including, for example, a writ of possession.

Respectfully submitted,

/s/ Kevin L. Williams

Kevin L. Williams (0061656)

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